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Current Topics.

Club Outings and Intoxicating Liquors.

AT THIS season of the year questions are apt to arise such as that recently considered by the magistrates at Wednesbury. The licensee of the "Barrell Inn" was summoned under the Licensing (Consolidation) Act, 1910, s. 65, for selling intoxicating liquor from unlicensed premises, and a neighbouring householder was charged with aiding and abetting. The case for the prosecution was that the licensee was serving whisky, by placing it in cups of tea, at the second defendant's house. Both defendants said that the whisky, and also some beer, was brought from the Inn the previous night, and had been paid for by eighty members of a club who were going for an outing in motor coaches. The alleged offence consisted in sending the liquor in bulk to the house, there being no appropriation until the whisky was poured into the tea. The defence was that the appropriation had taken place on the previous night, as the liquor had been sold to the club, the members of which contributed weekly payments, and no payment was made on the day of the outing when the offence was said to have taken place. On an undertaking that there should be no repetition, the summonses were withdrawn on payment of costs—£5 9s.—by the licensee, and 4s. by the second defendant. The legal position is established by cases such as *Watson* v. *Cully*, 1926, 2 K.B. 270, decided under the Licensing Act, 1921, s. 4. That section provides that no person shall, except during permitted hours, sell or supply any intoxicating liquor in any licensed premises or club. It was held that it was no offence to supply a member of a club, during prohibited hours, at a fête held half a mile from the club premises. The word "club" in the above section means the premises of a registered club, and not the association of persons who comprise the club. In *Humphrey* v. *Tudgay*, 1915, 1 K.B. 119, it was held that there was no sale by retail, and therefore no offence under the Act of 1910, s. 65, where a registered club held a supper at a school some distance away, and drinks were supplied to members only. The court pointed out, however, that an offence might have been committed under s. 94, which provides that liquor shall not be supplied in a club for consumption off, except to a member on the premises. See also *Clarke* v. *Griffiths*, 1927, 1 K.B. 226.

Cock-fighting.

THE OLD sports die hard. Cock-fighting, declared an illegal game in the reign of Charles II, and contrary to an Act of Henry VIII (see *R.* v. *Howel*, 1675, 3 Keb. 510) who himself however had a cockpit, is hardly the sport in which one expects to find gentlemen of to-day engaged. Yet the police found a group of nineteen so occupied at a Norfolk farm in June last. They were defended by Sir PATRICK HASTINGS, who did his best for them. But the law is really clear. By s. 1 of the Protection of Animals Act, 1911, it is an offence to "assist at" the fighting or baiting of any animal, and it is obvious from the preposition selected that the word "assist" is used in the old sense of being present at, a form now regarded as a Gallicism, but so used as late as 1849 by MACAULAY (see "The Oxford Dictionary"). The cases in 1863, *Morley* v. *Greenhalgh*, and *Bridge* v. *Parsons*, reported in "Best & Smith," pp. 374 *et seq.*, do not bear out what the defence claimed for them, that merely looking on at a cock-fight did not constitute an offence. In those cases the accused were charged with assisting in a cock-fight and acting in the management of a place used for the fighting of cocks. The informations were really bad as including two offences, but no one took that point, convictions being quashed on the ground that holding one cock-fight did not amount to keeping and using the place, and therefore the assisting did not occur in a place where it was punishable. The point that taking no part but looking on was no offence was not taken. Incidentally, the spectators also stoned the police to keep them off. The ground on which the conviction was quashed is lacking upon an information drawn with proper regard to s. 10 of the Summary Jurisdiction Act, 1848, which requires a separate information for each offence. When all ingenuity has been expended, cock-fighting remains an unlawful sport, an indictable nuisance, and a form of cruelty to animals. Those who promote it, either actively by fighting the cocks, or passively by attending the fights, are liable to the penalties provided by the Protection of Animals Act, 1911. We shall be surprised if the High Court ever holds otherwise.

The Cinema and Legal Procedure.

IT IS useless to deny that the cinema has great influence, for good or ill, on the general public. It is, therefore, to be deplored that when scenes dealing with criminal trials—and they are many—are produced for the screen, sufficient care is not taken to ensure a correct representation of legal procedure. Quite recently, the "notices" of a certain film announced that great care had been taken to secure an exact representation of an Old Bailey trial. Many thousands of pounds had been expended on the production, and the court scene was fairly convincing; nevertheless, the judge was presiding over a murder trial in *civil* robes, and the "eminent K.C.," leading for the Crown was wearing a junior Counsel's gown! Mistakes of such a nature are, of course, no concern of ours; nor do we more than smile when counsel plaintively confides to his lordship that he loves the prisoner at the bar; but there are certain gross errors which creep into such films that have an undeniably serious aspect. The rules of procedure and evidence employed in our criminal courts have been specifically evolved to ensure that an accused person gets a fair trial. It is of vital importance that the inherent justice of our system should not be misrepresented. If the cinema-going public is led to believe that criminal trials are really conducted as portrayed on the screen, then public faith in our

judicial procedure may easily be shaken. It would be disastrous if the public were to believe that His Majesty's judges do in fact brow-beat prisoners into confessions in the box, or that hearsay is not only admissible, but frequently the sole evidence upon which convictions are obtained; yet such is the impression which films frequently create. If film companies are not sufficiently thorough to employ lawyers as expert advisers in such matters, is not this a question which the film censors might consider with advantage?

Mr. Wallace and The Jockey Club.

Mr. Edgar Wallace has successfully resisted the claim of the Jockey Club to a forfeited entrance fee, payable in respect of the nomination of his horse for a race, not because he considered the demand excessive or unjustified, but for the purpose of exposing the unsoundness of the law of England on the subject. Mr. Justice Clauson has now held his interpretation of that law to be correct, and, plaintiffs and defendant being all conspicuous persons, the defect in it, if so it be, has been well advertised. The facts were simple. Mr. Wallace entered a horse for two races, the entrance fee and forfeiture money respectively amounting to £4, payable whether the animal ran or otherwise. The horse did not run, and, the fees remaining unpaid, the Jockey Club sued Mr. Wallace in the High Court, confident, no doubt, that the defendant would not take the appropriate steps, in view of the smallness of the amount claimed, to have the matter transferred to the county court. That confidence was not misplaced, and the matter fell to be decided by Mr. Justice Clauson. The defendant pleaded that there was no contract and no consideration, or alternatively, that the contract was void under s. 18 of the Gaming Act, 1843, as one by way of gaming or wagering. The plaintiffs relied on the proviso to s. 18, under which the Act is not deemed to apply "to any subscription or contribution, or agreement to subscribe or contribute, for or toward any plate, prize, or sum of money to be awarded to the winner or winners of any lawful game, sport, pastime, or exercise." It was, of course, common ground that horse racing is a lawful sport or pastime. Clauson, J., held himself bound by *Trimble* v. *Hill*, 1879, 5 A.C. 342, and *Diggle* v. *Higgs*, 1877, L.R. 2 Ex. D. 422, the latter a case in the Court of Appeal, over-ruling *Batty* v. *Marriott*, 1848, 5 C.B. 818, to decide that the contract was one by way of a wager, and that the operation of the proviso was excluded. The fact that the Jockey Club could not gain if contracts with other owners were taken into account was immaterial. It is understood that there may be an appeal, but it seems hardly likely that it can succeed, unless the case is taken to the House of Lords, and it dissents from *Trimble* v. *Hill*, which was a Privy Council case. Incidentally, in no reported decision, except the over-ruled one of *Batty* v. *Marriott*, *supra*, does the proviso to s. 18 appear to have been successfully pleaded, but most of them concerned races or games between two persons only. If the appeal is unsuccessful, the Jockey Club may, perhaps, be able to devise a scheme by way of a pool, to exclude the above authorities. So far as Mr. Wallace has drawn the attention of the peers and other influential people who control the Jockey Club to the anomalies of the Gaming Acts, he may lay a stone on the path of reform. Reformers, however, should oppose an *ad hoc* bill, which it is understood he favours, as mere tinkering. The policy of Hamlet, to reform them altogether, is the only one for the Betting, Gaming, and Lottery Acts.

Blind Booking of Films.

It is an ironical circumstance that in one of the first prosecutions under the Cinematograph Films Act, 1927, the defendants were a British company. Famous Films (Midlands) Limited, of Nottingham, were recently summoned for entering into an agreement to rent for public exhibition in Great Britain a film —"Two Little Drummer Boys"—before a valid application for registration thereof had been made. The case for the Board of Trade was that on 30th April the defendants entered into an agreement through agents to rent the film to the proprietor of a cinema theatre in Birmingham. On 14th May a provisional application for registration was made, which became a valid application on 28th May, when the film was pre-released at Morecambe. The actual registration took place on 8th June, and the prosecution contended that the contract could not be legally made before the pre-release on 28th May. A witness from the Industries and Manufacturers' Department of the Board of Trade admitted that the Act was aimed at a custom of big American companies, who rent popular (e.g., Chaplin) films, and make it a condition that other films shall be taken as well. As regards the prosecution of a British company, his department was only concerned with the fact that they were licensed renters. A pre-release was stated to be equivalent to a trade show as regards permission being given for registration, but while trade shows are confined to London, a pre-release may take place elsewhere, and answers the same purpose. The case for the defendants was that they knew of their agents' agreement with the cinema theatre, but regarded it as a mere offer, to be confirmed when a legal contract was possible. The above was a British film, which was only finished last April, and was being granted separately from any other. Lord Ilkeston, Stipendiary Magistrate of Birmingham, held that the agreement to take the film was a definite contract, which contravened the Act, and he imposed a fine of £10. The prosecution applied for fifty guineas costs, but, as the maximum penalty is only £50, an allowance was made of twenty-five guineas.

Res Ipsa Loquitur.

Among the long list of maxims with which our legal literature is plentifully besprinkled, one of the most important is "*Res ipsa loquitur*," which is rendered thus: "The thing speaks for itself." Like many another maxim, however, it is not unfrequently misunderstood, as it certainly is in a well-known law dictionary, where it is stated that the phrase is "used in actions for injury by negligence where no proof of negligence is required beyond the accident itself, which is such as necessarily to involve negligence." This is pushing the application of the maxim much further than the authorities warrant. Perhaps the best and most accurate explanation of the true legal position is that given in *Scott* v. *London and St. Katherine Docks Co.*, 1865, 3 H. & C. 596, by Chief Justice Erle, where he said: "There must be reasonable evidence of negligence. But where the thing is shown to be under the management of the defendant or his servants, and the accident is such as in the ordinary course of things does not happen if those who have the management use proper care, it affords reasonable evidence, in the absence of explanation by the defendants, that the accident arose from want of care." *Res ipsa loquitur* is thus practically equivalent to *primâ facie* evidence of negligence, which, if not rebutted, will entitle the jury to find for the plaintiff. In the recent Scottish case of *Henderson* v. *Mair*, 1928, S.C. 1, the question was raised by the court how far the maxim can be applied to motor car accidents. It is a little difficult to understand why it should not, although it may be that the facts do not often permit it being invoked. In the case before the court it was held that the maxim did not apply in the case of a motor car which while being driven by a competent chauffeur suddenly swerved off the road into a wall and upset the plaintiff, who was thereby seriously injured, there being no apparent reason for the accident, but that even if it did apply, the defendant, who had offered several reasonable explanations of the accident, had discharged the onus laid upon him by the application of the maxim. The alternative holding appears to us to be a much more satisfactory ground for the decision than the view that the maxim did not apply at all to such an accident. The case, however, is worthy of careful study.

Sportsmen Judges.

A GOLFER was once dumbfounded on discovering that his partner of the morning's foursome was the public executioner. Why, exactly, the poor hangman should be grudged his recreation is hard to fathom. He is human. And so with our judges, who, for some reason, are frequently regarded as having renounced all mortal joys on elevation to the bench. With the long vacation now in full swing, they have discarded robes and wig for club or rod and line—and soon for gun—and may be heard ruling against hearsay in a fishing debate or giving judgment against the plaintiff in some tall golfing claim. One is apt to forget how many of the present occupants of the bench are sportsmen of renown.

Mr. Justice SHEARMAN is unquestionably the doyen of sportsmen judges. Not only was he an Oxford Rugger Blue and won the 100 yards and the quarter-mile for the Varsity against Cambridge, but he was also the amateur champion over both those distances, and may still be seen year after year at Queen's Club, when the Varsity sports are in progress. His active participation in sport is now necessarily confined to golf and fishing. In addition to his many legal works, he is also the author of a book on rugger, which is acknowledged to be the best on the subject. Other judicial Blues include Mr. Justice MAUGHAM, who rowed seven in the Cambridge boat in 1888 and 1889, and has also won several cups at Henley; Mr. Justice BRANSON, who was the Light Blue bow in 1893; and Judge TURNER, of Westminster County Court, who won the 100 yards and quarter-mile for Cambridge against Oxford in 1889.

The late Mr. Justice HAWKINS was famous as the racing judge. Whether or not Mr. Justice HORRIDGE aspires to that distinction cannot be stated, but his tall figure may occasionally be seen during vacation at the south-country race meetings. He certainly is a lover of the countryside, takes just pride in his pedigree pigs, and plays a fair game of golf. Golf, indeed, is the most popular sport, and Lord Justice SCRUTTON its chief protagonist. On the links he is as painstaking as in the Court of Appeal, and has succeeded in reducing his handicap since the war by sheer persistence. Lord ATKIN and Mr. Justice HAWKE are also good golfers, and Mr. Justice AVORY, despite his seventy-seven years, has his two rounds a day at Rye, though he does not shine at the game as he used to do in the hunting field. Shooting and fishing are the hobbies of the Master of the Rolls, of Mr. Justice CLAUSON, and of Judges HARINGTON and ROOPE-REEVE. These two branches of sport lost an ardent and loyal follower last year in Mr. Justice FRASER, who, shortly before his death, published a book, "Amid the High Hills," a delightful record of his prowess with rod and gun in the Highlands.

Walking is the hobby of Mr. Justice SANKEY, while Mr. Justice ROWLATT keeps a yacht at Burnham-on-Crouch, and Mr. Justice EVE delights in long and leisurely excursions through the country in his caravan. Possibly the most homely of all the judges is Mr. Justice HILL, who, when resting from making decrees in the Divorce Court, finds contentment in his garden with a pipe, or dallying with his rod in North Wales. Tennis has its representative in Lord BIRKENHEAD, who also favours polo. Cricket, alone of all sports, seems, at the moment to lack its champion.

Among the holders of minor judicial office, Mr. HEMMERDE, K.C., Recorder of Liverpool, was an Oxford athlete, and won the Diamond Sculls at Henley.

Whilst on the subject of law and sport, it is pleasant to note that there was a distinct legal flavour about the recent Olympic triumphs of the Empire at Amsterdam. D. G. A. LOWE, the 800 metres champion, was called to the Bar this year; H. M. ABRAHAMS, the 100 metres ex-champion, who captained the team, is also a barrister; whilst Lord BURGHLEY, who triumphed over the United States representatives in the 400 metres hurdle race, was recently made a Justice of the Peace. British justice and British sportsmanship are both world-famous; it is, therefore, fitting that our bench should be occupied by sportsmen.

Prosecution of Crime Limitation in Scotland.

THE result of the appeal against the conviction and sentence in the case of OSCAR SLATER postulates the possibility of the prosecution of someone else for the murder of Miss MARION GILCHRIST, in Glasgow, in 1908. No statutory or recognised common law period exists in Scotland for the prescription of prosecutions for serious crimes. It is understood, however, that the right of the Crown to prosecute would not be entertained for a longer period than twenty years from the time of the discovery of any crime concurring with the means then available to the police for arresting any suspected person. Assuming the alleged culprit was known, but had escaped the vigilance of the criminal authorities by flight to some other country, the Crown would probably not preserve its right to bring him to trial if he ever came within its power without having timeously executed Letters of Fugitation against him and obtained sentence thereon as an outlaw. A prosecution for murder raised after twenty years was dismissed in 1773, where no such proceedings had apparently been taken. No time runs against the Crown in England in the case of felonies such as murder. But public opinion is against the institution of proceedings after the lapse of the vicennial period. Such was the view also of lawyers in old Rome. The murder of Miss GILCHRIST may, therefore, be classed as one of the very rare cases in this country relegated to the limbo of undiscovered guilt. The failure to bring the real culprit to justice must be attributed, not to the laxity of the Glasgow police, usually cautious and circumspect, but to their wedding themselves to an *ad captandum* and that mistaken theory to the exclusion of all others. They blundered badly. The reprieve of SLATER, guiltless of the murder, came within two days of the date fixed for his execution.

His trial, by the way, is another instance of the dubious benefits to accused persons of the Criminal Evidence Act, 1898. Much against the sound advice of his counsel, SLATER refrained from going into the witness box. He might have made, if he had, such a bad appearance under cross-examination as to have turned the jury completely and unjustly against him with dire result. In some quarters, it has been suggested, that the Scottish Criminal Appeal Court ought to have substituted a verdict of "Not Guilty" for the one appealed against. That was hardly within its competence. All questions incident to identification and the methods employed by the police were for the discrimination of the jury. SLATER'S advisers could not hope, and, probably, did not expect, to succeed in his appeal on the identification difficulties. The appeal judges, all experienced in criminal administration, it is obvious, would have naturally preferred to quash his trial proceedings on any ground not reflecting upon the fairness of the prosecuting counsel or the want of proper directions on the part of the trial judge. It was otherwise with the Government of the day in respiting SLATER. Exercising executive functions in commuting his sentence, the Crown proceeded on the ground, it is believed, that the case was not proved. His release ought to have followed. For that and other mistakes the State to-day has agreed to pay £6,000 as *ex gratia solatium* to SLATER. It seems very fair in all the circumstances.

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

A Conveyancer's Diary.

How Personal Representatives become Trustees for Sale: *Re Yerburgh*, 1928, W.N. 208.

It is hoped that the decision of Mr. Justice Romer in *Re Yerburgh*, 1928, W.N. 208, will be fully reported, as it helps to clarify the conveyancing practice on certain points.

The facts of the case were briefly as follows: A person died intestate in 1926 leaving a widow and two infant children. Letters of administration were granted shortly afterwards, and the administrators "in consideration of a bond for the due administration of the intestate's estate" undertook to vest the estate in trustees to hold upon the statutory trusts as soon as they completed their work as administrators. The debts, duties and general expenses having been paid, the administrators desired to give effect to their undertaking by vesting the land in themselves upon trust for sale. They, in effect, sought the direction of the court as to the manner of effecting this.

Section 42 (1) of the Ad. of E.A., 1925, gives personal representatives power, in certain circumstances, to appoint a trust corporation or two or more individuals (not exceeding four) to be trustees and to execute any assurance or thing necessary for vesting the property in such trustees. The circumstances in which such appointment can be made are as follows: "Where an infant is absolutely entitled under the will or on the intestacy of a person dying [before 1926 or after 1925] to a devise or legacy, or to the residue of the estate of the deceased, or any share therein, and such devise, legacy, residue or share is not under the will, if any, of the deceased, devised or bequeathed to trustees for the infant."

An infant may become absolutely entitled under an intestacy before 1926, or under a will whenever the testator dies.

In *Re Yerburgh*, Romer, J., held that s. 42 was inapplicable to the administrators because:—

(1) "Under s. 46 [of the Ad. of E.A., 1925] the widow took an interest in the residuary estate." As there was a tenant for life of full age, s. 42 is not required, for that section is designed to meet the difficulty of a transfer to infants who cannot give receipts.

(2) Under s. 47 the infants were only entitled contingently on attaining twenty-one or marrying. Now, the only case in which an infant can, after 1925, become absolutely entitled on an intestacy is where the infant is married. Thus, in the case of an intestacy, after 1925, s. 42 could apply to married infants only. As the decision shows, s. 42 is not even required in this case.

Having held that s. 42 did not apply to the circumstances in *Re Yerburgh*, Romer, J., decided that by virtue of s. 33 the administrators, having completed their task as administrators, ceased to be personal representatives and became trustees for sale. He observed that the old law would apply to determine the precise moment the administrators ceased to be personal representatives and became trustees; see *Re Ponder*, 1921, 2 Ch. 59. When they completed their work as administrators they should execute an assent vesting the property in themselves as trustees upon trust for sale, for they were willing to act in that capacity.

This is a simple solution and one which appears to be indicated by s. 33 itself; the decision removes some of the difficulties suggested in *Re Trollope*, 1927, 1 Ch. 594, which did not give full scope to the meaning of s. 39.

Section 33 makes the representatives trustees for sale, but subject to their rights and powers as representatives.

Having completed administration they become trustees for sale and the assent is required to indicate their change of character. Their powers then rest on L.P.A., 1925, s. 28, instead of Ad. of E.A., 1925, s. 39.

So far as an intending purchaser or lessee is concerned it makes little or no difference whether they make title as representatives (this they would do till an assent on trust for sale was executed) or as trustees for sale.

If, for example, after making the assent on trust for sale (not a vesting assent applicable only to settled land), the trustees subsequently desire to retire and appoint new trustees, they can do so under T.A., 1925, s. 36, without the aid of s. 42 of the Ad. of E.A., 1925. If, on the other hand, after having become trustees, but before having assented, they desire to retire they can do so and appoint new trustees in their place under T.A., 1925. They will then assent to the land vesting directly in the new trustees on trust for sale.

Landlord and Tenant Notebook.

(*Continued from p.* 529.)

Decontrol: Recent Decisions of the Court of Appeal.

In continuation of our consideration of the effect of the decisions of the Court of Appeal in the five cases, *Lloyd* v. *Cook*, *Goudge* v. *Broughton*, *Simson* v. *Miatt*, *Bartram* v. *Brown*, and *Barker* v. *Hutson* (72 Sol. J., pp. 532-534), we shall now deal with the two further points raised in the above appeals, viz.: (*a*) who is to be regarded as the "landlord" for the purpose of the decontrolling provisions in s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, and (*b*) who is to be regarded as "the tenant" for the purpose of s. 2 (2) of that Act.

The following further propositions may be deduced from the decisions of the Court of Appeal in the above cases:—

Who is a Landlord?

6. The expression "landlord" in s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, means "owner" and a person who holds as a "tenant" therefore cannot subject to the exception to be noted in the succeeding proposition be regarded as the "landlord."

7. A tenant can only be regarded as the landlord where he is holding under a lease at a rent which is less than two-thirds of the rateable value of the premises, and such a tenant will in the majority of the cases be a ground lessee for a long term of years.

Whether the expression landlord is also to include a tenant for a long term of years irrespectively of whether or not the rent payable is less than two-thirds of the rateable value of the premises *quaere*? It is submitted, however, that such a tenant would not be the "landlord" if the rent payable by him was more than two-thirds of the rateable value.

The decision of the Court of Appeal in *Simson* v. *Miatt*, *supra*, illustrates the main proposition (7). In that case one, Miller, was the owner and occupier of premises which he held from the Ecclesiastical Commissioners under a long lease, at a rent of £10 10s. per annum, and which was presumably less than two-thirds of the rateable value. In 1919 the appellant Simson was in occupation of the premises as tenant to Miller, but subsequently, in 1925, he purchased the lease from Miller, which then had an unexpired residue of forty-nine years. After such purchase Simson continued to occupy the whole of the premises, and subsequently sub-let a part to the respondent, Miatt. The county court judge and the Divisional Court held that the part in question was controlled, but the Court of Appeal reversed this decision on the ground, as L.J. Scrutton put it, that the whole of the premises was decontrolled, the Court of Appeal pointing out that the courts below "did not give proper effect to the fact that Simson was tenant under a long lease at a ground rent," and that they "should (therefore) have treated Simson after 1925 as a landlord in actual possession."

Furthermore, with regard to *Lloyd* v. *Cook*, *supra*, Scrutton, L.J., in reversing the decision of the courts below on the ground that every part of a decontrolled dwelling-house became

decontrolled even though that part had not been let before, indicated that no point had been taken, *inter alia*, as to the effect of the long lease under s. 12 (7) of the Act of 1920; and this passage when read with the judgment of the court in *Simson* v. *Miatt* would appear to indicate that the Court of Appeal were of opinion that a tenant could only be regarded as the landlord for the purposes of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, where he was holding at a rent which was less than two-thirds of the rateable value, so as to bring into operation s. 12 (7) of the Rent and Mortgage Interest Restrictions Act, 1920, which provides that: "where the rent payable in respect of any tenancy of any dwelling-house is less than two-thirds of the rateable value thereof (the Rent Acts) shall not apply to that rent or tenancy . . . and (the Rent Acts) shall apply in respect of such dwelling-house as if no such tenancy existed or had ever existed" (cf. also *Jenkinson* v. *Wright*, 1924, 2 K.B. 645).

[The remaining points of law will be considered in our next issue.—Ed., *Sol. J.*]

Our County Court Letter.

COSTS IN WORKMEN'S COMPENSATION CASES.

An order for payment of costs by the workman was upheld by the Court of Appeal in *Elwell* v. *Crane Foundry Company Limited*, 1928, W.N. 206. The county court judge, in exercise of the discretion given him by the Workmen's Compensation Act, 1925, Sched. I, cl. 7, had made the order as a sequel to his award in favour of the employers. The taxation accordingly took place under the Workmen's Compensation Rules, 1926, No. 76, and the employers in the first instance paid the fee of 11s. 6d. laid down by the County Court Fees Order, 1925, s. V. Section III of the latter order contains a proviso that no fee is payable by a workman, and the Workmen's Compensation Act, 1925, Sched. I, cl. 12, states that no court fee shall be payable by a workman in respect of any proceedings in any court under the Act. Although s. V of the above Fees Order contains no similar proviso to that in s. III, the contention on behalf of the workman was that s. V was nevertheless governed by cl. 12 of Sched. I of the above Act. The schedule is in very wide terms, and it was argued that if the employer paid a fee on taxation of his costs, and was reimbursed by the workman, the latter in effect was paying a court fee in contravention of the above enactments. Lord Hanworth, M.R., held that the intention of the above cl. 12 was to make the path of the workman smooth and easy on his approach to arbitration proceedings under the Workmen's Compensation Act, 1925. It would be too wide an interpretation to hold that it absolved the workman from liability to reimburse the employers, in respect of a sum which they had had to pay to ascertain the amount of their costs recoverable from the workman. The recovery of the taxation fee was incidental to the employers' right, and was not included in the phrase "No court fee shall be payable by a workman." The indirect payment of a fee by a workman was not intended to be prohibited by cl. 12, which only applied to court fees payable by the workman, whereas the fee in question was payable by the employers. Lords Justices Sankey and Russell concurred.

It is to be observed that Fee No. 36, in s. III, prescribing the fees payable on an award, has the following footnote: "No fee is payable when an award is made in favour of a respondent employer." In the list of queries on Table of Fees, with the answers made by direction of the Lord Chancellor, it is stated that Fee No. 36 is not chargeable on an award terminating or reducing a weekly payment, but is chargeable on an award (*a*) increasing the amount, or (*b*) terminating a weekly payment but declaring liability for future compensation.

Insurance and its bearings on costs was considered in *Cornish* v. *Lynch*, 3 B.W.C.C. 343. The county court judge at Wood Green made an award terminating a workman's compensation, and awarded costs to the employer, whose case was conducted by or in the interests of an insurance company. There was no evidence that the employer was not personally liable to the solicitor, but if he was personally liable, there was no doubt he would be indemnified. It was contended that as the employer was not personally liable for costs they should not be awarded to him, but the Court of Appeal held that the county court judge had exercised his discretion in a way that was not contrary to any principle of law, and the appeal was accordingly dismissed.

The principles upon which costs should be awarded were laid down in *Higgins* v. *L. Higgins and Co.*, 1916, 1 K.B. 640. The employers discontinued payment of compensation, and the workman applied for arbitration on the ground of partial incapacity. The medical referee reported that the workman would be fit for his former work if he wore a belt, and the county court judge granted a declaration of liability only with costs against the employers. The Court of Appeal held that under the Act of 1906, Sched. II, para. 7, the costs were in the discretion of the arbitrator in the same way that High Court costs are in the discretion of the judge. There must, however, be materials on which the discretion could be exercised, and in the above case there were no such materials, as the employers had been successful throughout. The discretion had not therefore been judicially exercised, and the order as to payment of costs by the employers was discharged.

Practice Notes.

ASSETS IN FRANCE OF A PERSON DECEASED IN ENGLAND.

[By a French Lawyer.]

Considerable misunderstanding appears to exist in England as to the formalities required to vest assets in France in the executors or administrators of the estate of a person deceased in England.

Take, for example, the case of Mr. X, who dies in England testate, leaving as sole asset in France a current account at a bank in that country.

Probate is duly obtained in England, and the solicitor for the executor is instructed to close the account in question and transfer to England the funds standing to the credit of the deceased. To enable him to do this, what steps must he take?

In so far as the bank in France is concerned, it has two responsibilities, the first of which is to ensure that the French death duties are paid before parting with the funds in question, and, secondly, to be satisfied that the person or persons to whom such funds are to be remitted can give a valid receipt therefor.

(1) In order to comply with its first responsibility, the bank must be supplied with the receipt for payment of French death duties before they can transfer the funds from the deceased's account. In order to obtain such receipt it is necessary to make what is known as a "declaration de succession," corresponding in England to the Inland Revenue affidavit. This is the only requirement of the French authorities. All that they are concerned with is obtaining payment of duties due to the State. They are not concerned either with the validity of the will of the deceased, or the capacity of his personal representatives, and consequently, there is no necessity to obtain, in such circumstances in France, anything corresponding to a grant.

The declaration de succession must be made either by the executor personally or by his duly appointed agent, and when the executor is not resident in France, he appoints an agent

in that country by power of attorney, which recites on the face of the power the authority by which such agent acts.

For the purpose of preparing the power a certified copy of the probate is required.

Death duties are assessed on the basis of the relationship of the residuary legatee or legatees to the testator and the amount varies very materially in accordance with the degree of consanguinity of the residuary legatee or legatees and, if these be children of the testator, with the number.

Great care, therefore, must be taken in this connexion.

Any person can act for the purpose of making the above-mentioned declaration de succession and paying the death duties arising therefrom, but, in view of the care which must be taken and the knowledge required, it follows that, although it is not essential, the executors' interests will be better protected by the employment of a lawyer for this purpose, and the English solicitor will, moreover, find the work greatly simplified if an agent is employed who can read and understand an English grant and will.

The declaration de succession is then lodged at the appropriate office, assessed, and death duties paid thereon. Final receipt is obtained in due course from the French authorities and handed over to the bank which is then in a position to transfer the funds from the deceased's account. It should be mentioned in this connexion that the sole function of the French authorities lies in the assessment of the declaration de succession, when made out in the prescribed form, and in receiving payment of the death duties thereon and giving a receipt therefor. The writer mentions this because, to his knowledge, the solicitor acting for the executors in one case forwarded the original probate direct to the French authorities, with covering letter in English, requesting them to advise him what steps he should take in connexion with the payment of French death duties, and was both surprised and grieved that after several months' delay he could not obtain any reply.

(2) With reference to the second responsibility of the bank, namely to ensure, once in possession of the receipt for payment of French death duties, that the funds standing to the credit of the deceased's account are handed over to a person who can give a valid discharge, no difficulty arises when the bank is an English bank, as a sight of the probate, together with the letter of instructions from the executor will suffice for this purpose.

When, however, the bank is unacquainted with English procedure, it will often require a certificate to be supplied by a qualified English lawyer certifying that the grant has been duly obtained in form prescribed by English law, that the executor has been duly appointed in accordance with English law and that the bank can accept his receipt or that of his duly appointed agent in full discharge.

It will thus be observed that French practice, though comparatively simple, is entirely different to English practice in similar cases but, in the writer's experience, there is considerable misunderstanding amongst members of the profession in England who have not practical experience in the matter.

Instead of immediately instructing a legal agent in Paris, it would seem to be quite a common belief either that the required formalities can be carried out by the solicitor in England direct with the French authorities or, more usually, that the mere production of the grant to a bank in France in which the deceased had an account, or to a company in France in which the deceased held shares, will suffice to enable such bank or company to transfer the account or shares to the executor.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Correspondence.

Administration of Estates Act, 1925, Section 23

Sir,—It is directed by the President that, prior to any application under s. 23 of the Administration of Estates Act, 1925, to appoint a special or additional personal representative in respect of settled land, notice of the intention to apply shall be given in the subjoined form to the Record Keeper of the Principal Probate Registry, who will annex it to the Act or Record.

A direction must then be obtained, in Chambers in the Chancery Division, that such application be made. The subsequent application in the Probate Division will be made by summons before the Registrar, supported by affidavit. Before the summons issues, the direction obtained in the Chancery Division, and the existing grant of representation, must be brought into the Contentious Department of the Principal Probate Registry, and will be annexed to the summons. At the hearing the Registrar will decide what security, if any, shall be given by the special or additional personal representative.

No further fee will be payable when the Registrar's order is lodged in the Notation Department for the notation of the grant and the records. The form of memorandum endorsed shall be that one of the forms hereinafter set forth, which is applicable to the facts of the case, viz. :—

(1) "By order on summons, dated the day of E.F. was appointed additional personal representative of the deceased, in respect of settled land, jointly with ."

or

(2) "By order on summons, dated the day of E.F. was appointed the special representative of the deceased, in respect of settled land, in place of ."

(Form of notice of intention to apply.)

In the High Court of Justice,
Probate, Divorce and Admiralty Division.
(Probate.)
Administration of Estates Act, 1925, s. 23.
A.B. deceased.

TAKE NOTICE that application is intended to be made to the Court by or on behalf of C.D. of in the County of that E.F. of in the County of be appointed a special / an additional representative of A.B. deceased, in respect of settled land vested in the deceased under the will of, &c. (or as the case may be) in place of / jointly with G.H. the sole executor (or as the case may be) of the said A.B. deceased, to whom representation was granted on the day of .

Signed
of
Solicitors for

To the Senior Registrar,
Principal Probate Registry,
Somerset House.

Dated the 31st day of July, 1928.

W. INDERWICK,
Senior Registrar.

Principal Probate Registry,
Somerset House,
London, W.C.2.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Husband and Wife—Joint Account—Purchase of Realty in Joint Names—Survivorship Rights.

Q. 1348. On the 1st day of May, 1907, a plot of land was conveyed to A and B (husband and wife) as joint tenants, the consideration money being stated to be paid out of moneys belonging to them on a joint account. B (the wife) died intestate on the 11th day of October, 1926, leaving A (the husband) and one child only (a daughter of full age) as next of kin. A and C (the daughter) took out letters of administration to B's estate, the gross value of which exceeded £10,000. A now desires that the plot of land (upon which a house was subsequently erected) shall be conveyed to C (the daughter) for life, with remainder to C's only son, an infant. What is the best way of effecting this? Reference to any precedent will oblige.

A. The inference from the facts would be a true joint tenancy between husband and wife, see *Re Young*, 1885, 28 C.D. 705. The husband therefore, took absolutely on survivorship. His settlement on his daughter and grandchild must follow the statutory requirements of the S.L.A., 1925, ss. 4 and 5 (and as to stamp, the F.A., 1910 (1909-1910), s. 74), unless he prefers to convey to trustees upon trust for sale. In the simple case indicated, perhaps forms 2 and 3 1st. Sched., S.L.A., 1925, might be adapted.

Auctioneer — Instructions to Sell Property — Instructions given by Husband of Owner without Authority—Liability for Commission.

Q. 1349. A the husband of B called to see an auctioneer C to give him instructions to sell certain property, which in fact belonged to A's wife B. When A gave these instructions he had received no authority to do so from his wife B, and at the time of giving instructions not a word was mentioned that the property in fact did belong to B, and the auctioneer was under the impression that it was A's property. A signed a form giving C instructions to offer the property for sale by private treaty, such instructions to be in force for three months at a commission of 2½ per cent. the lowest price to be £700. About three days after, C's clerk was permitted to go over the property and take particulars by B the owner, and a few days after that, a certain prospective purchaser was also shown over the house by the owner B, and the would-be purchaser offered £675 for the property. About two days after this B went down to see C and cancelled the instructions given to C by A. At the interview C told B that the would-be purchaser had been given until that afternoon to make an offer of £700. It might be pointed out here, that when A signed the form giving instructions to C to sell, he signed it in his own name, and not as agent for and on behalf of B. The would-be purchaser offered £700; with B cancelling the instructions C has decided to claim commission, which he would have been entitled to if B had allowed the property to be sold for £700. We are acting for A and B the defendants. Do you consider that B has ratified the actions of A by allowing the clerk to inspect the property and allowing a would-be purchaser to go over the property for inspection purposes. The proper thing for B to have done would have been to refuse the clerk permission to make an inspection of the property. Would you call this ratification of A's instructions. B when this happened must have had some knowledge that A had given instructions to sell the property. We may say there was no ratification by B of A's instructions through her acts, which opinion is based on *Keighley Maxsted* v. *Durant*, L.J., 1901, vol. 70, K.B.D., p. 662. In the judgments given in the House of Lords in the above case it specifically stated that a person not a party to a contract cannot ratify that contract. We might add that A is an undischarged bankrupt, but we presume there was no reason for him to disclose that fact to C when giving his instructions, and we are of opinion that he has not committed an offence under the Bankruptcy Laws, as we think the commission sued for in this case would not be deemed to be obtaining credit. Is the doctrine of election applicable in the above case? We presume that C's solicitors must elect to sue either B or A, and if they sue B they cannot also sue A and *vice versâ*.

A. Assuming the fact to be that A had no authority from B to enter into a contract with C, the auctioneer, *Keighley Maxsted & Co.* v. *Durant*, 1901, A.C. 240, is a clear authority that B could not ratify the contract so as to be liable thereon. A may be liable to be sued for breach of warranty of authority. He does not appear to have committed an offence under the Bankruptcy Act by not disclosing the fact that he was an undischarged bankrupt. If B is sued C cannot afterwards sue A or *vice versâ*.

Surviving Partner—Sale of Partnership Property.

Q. 1350. A and B were partners and acquired freehold land, the same being conveyed to them in fee simple, as part of their partnership property. The partnership deed arranges for the capital of the firm to belong to the partners in unequal shares, and, on determination of the partnership, that the assets should be realised and after payment of debts and liabilities, be applied in paying out each partner his capital, and then, if any, surplus, the same to be divisible between the partners in equal shares. B dies prior to 1926. A has now (1928) sold part of the said land and desires to convey the same to the purchaser. How should this be done? It has been suggested that if B's executors join with A in the conveyance, and "as personal representatives" release and confirm unto the purchaser, this will sufficiently comply with L.P.A., 1st Sched., Pt. IV, para. 1 (1), and s. 27 (2) and T.A., 1925, s. 14, and be equivalent to an appointment by A of a new trustee to act with him and give a legal discharge for the purchase money. Is this so?

A. It is considered that the proposal to join B's executors would be unsatisfactory, as they are not trustees of the whole proceeds of sale. Even if otherwise satisfactory title made in this manner probably could not be forced by special condition upon an unwilling purchaser (L.P.A., 1925, s. 42). An additional trustee must be appointed. Probably Sched. I, Pt. IV, para. 1 (1) of L.P.A., 1925, is not applicable, as there was not so much a question of undivided shares as of (not exactly ascertained) shares of proceeds of sale.

Bastardy—Agreement to avoid Affiliation Order—Death of Putative Father—Liability of Estate.

Q. 1351. With reference to the answer to *Q.* 1196, *ante*, *James* v. *Morgan*, 1909, 1 K.B. 564, decided that it was an implied term of the maintenance agreement that the agreement should terminate on the death of the mother. In that case no reference was made to *Jennings* v. *Brown*, 1842, 9 M. & W. 496, which decided that on the father's death his personal representatives remained liable. Kindly advise whether *Jennings* v. *Brown* is still binding.

A. Reference to the text of *Jennings* v. *Brown*, *supra*, shows that there was an explicit promise by the putative

father "while I live and after my decease." This was also the case in *Linnegar* v. *Hodd*, 1848, 5 C.B. 437, and both authorities were decisions on consideration, and not on construction. The agreement the subject of *Q.* 1196 was for payment for sixteen years. Clearly, if the child died directly after the agreement, it would not be construed as an absolute contract to continue payment for the whole period, and there was at least an implied term "if the child so long lives." *James* v. *Morgan*, *supra*, is authority that there is a second implied term "if the mother so long lives," and the opinion given in the answer to *Q.* 1196 was that, having regard to *Re Harrington* there quoted, there was a third implied term, namely "if the father so long lives." In the absence of express decision the point is no doubt arguable, but the opinion given in the former answer must be here confirmed.

Mortgage—Discharge—Endorsed Receipt on Second Mortgage Executed by Limited Company Mortgagee—Stamp.

Q. 1352. In August, 1921, T executed a second mortgage to a limited company which was paid off and discharged by an endorsed receipt in 1923 stamped twopence, and the seal of the company was affixed thereto and countersigned by two directors and the secretary. Does the fact that the seal was affixed render the receipt liable to reconveyance duty on the amount secured by the mortgage, or to a ten shilling deed stamp?

A. The security, being under seal, was a "mortgage" within s. 86 (1) of the Stamp Act, 1891, and not an equitable mortgage within sub-s. (2). *Primâ facie*, therefore, its release was a reconveyance or discharge within the 1st Sched. to the Act, and liable to the sixpenny *ad valorem* stamp. Reference to *Firth* v. *Commissioners of I.R.*, 1904, 2 K.B. 205, will shew that the issue is between *ad valorem* stamp, or no stamp at all. This case presents some little difficulty, for the distinction made in it is a fine one, but the reference in it to *Government Stock Co.* v. *Manila Railway Co.*, 1897, A.C. 81, perhaps gives the clue that the security in the case was not one which had attached at all. An ordinary second mortgage would be effective as an equitable conveyance subject to redemption from its date, and therefore it is arguable that any document operating as a reconveyance should be stamped *ad valorem*. In practice, however, if before 1926 the discharge took the form of a simple receipt, duty was not charged: see note "Prideaux," 22nd ed., vol. 2, p. 12; "K. & E.," 12th ed., vol. 2, Pt. I, p. 261 (as to the present law, see answer to *Q.* 311, p. 646, vol. 70). Since, therefore, neither deed nor stamp was necessary, the opinion is here given that the document as executed could be put in evidence without it, and, so put in evidence, would be sufficient to prove the discharge. It is, of course, possible for an instrument to be under seal without being a deed: see "Alpe," 16th ed., p. 149, and the above may perhaps be compared with a certificate as to shares under seal.

Mortgagee—Appointment of a Receiver—Arrears of Rates—Priority.

Q. 1353. A, the mortgagee of a street of houses, in October, 1927, appoints B to be receiver of the income thereof. In February, 1928, B has then collected rents from the occupiers of the properties sufficient to pay the then current local government and water rates, but not sufficient to clear off the arrears of these rates which had accrued due prior to B's appointment. The local authority, by virtue of its statutory power, now proposes to appoint an agent to collect the rents from the occupiers for payment of the poor rates, while the county water board also proposes adopting the same procedure for recovery of the amount owing to them.

(1) Is B compellable to apply the moneys so received (*inter alia*) to pay off arrears of rates accrued due prior to his appointment?

(2) If not, would A be in a better position if he had gone into possession instead of appointing a receiver?

A. Section 109 of the L.P.A., 1925, practically re-enacting s. 24 of the C.A., 1881, provides, by sub-s. (2), that a receiver shall be deemed to be the agent of the mortgagor, who, it is assumed, had made himself directly liable for payment of the rates, the tenants paying weekly rents to him. The mortgagor would have no answer to the claim for rates, but, taking the paragraphs in sub-s. (8) as directing priority, which is clearly the intention, (i) requires payment of "rates affecting the property" first of all out of rents received. The opinion here given is that a rate due and unpaid is one affecting the property, and the answer to the first question must therefore be in the affirmative. As to the second, possibly the mortgagee going into possession might give himself priority in respect of rents actually received, but, if the rating authorities have statutory power to collect rents against the mortgagor, the latter cannot give his mortgagee priority over them, and, sooner or later, the authorities can enforce their priority and fully satisfy themselves without reference to the mortgage debt. In the long run, therefore, the mortgagee would have derived no advantage from taking possession, and would have suffered such disadvantages as are inherent in that remedy.

Partnership—Dissolution—Conveyance of Freeholds to One of Two Partners.

Q. 1354. In 1920 freehold property was conveyed to A, B and C "in fee simple as joint tenants as part of their partnership property," the conveyance containing the usual proviso enabling the survivors to sell without the concurrence of the personal representatives of a deceased partner. Three months after the conveyance, C died, and his share of the partnership assets was paid out by the continuing partners but no conveyance or other document was executed by C's executors to the continuing partners. In 1922 a fresh partnership was entered into between A and B: In February, 1928, the new partnership between A and B was dissolved, and it is now desired to vest the freehold property in B, who has arranged to purchase A's share. It is suggested that the property, as originally conveyed, was held by A, B and C as joint tenants, and that upon the death of C it remained so vested in A and B the survivors, and that upon the 1st January, 1926, they held the property upon trust for sale. If this view is correct, it is presumed that A can now sell his share in the proceeds of sale to B, and that upon his retiring from the trusts for sale, he can release his share in the proceeds of the property so as to vest the same in the purchaser alone. If A cannot make title to the property by the course suggested, how and in what manner can the freehold property be vested solely in B?

A. It is considered that the property vested upon 1st January, 1926, in A and B upon the statutory trusts as being trustees holding in trust for persons (themselves) entitled in undivided shares, L.P.A., 1925, Sched. I, Pt. IV, para. 1 (1) A cannot retire during the subsistence of the trust without a fresh appointment, T.A., 1925, s. 39. The most convenient procedure would be for A to sell and assure his equitable interest to B, who, as being then absolutely entitled could call for a conveyance from A and B and end the trust.

UNIVERSITY COLLEGE, LONDON.

The following awards have been made in the Faculty of Laws at University College:—

Entrance Scholarship: W. H. E. James, of The College, Bishops Stortford.

English Law: Reader's Prizes in Equity:
Third year: L. A. Moules.
Second year: T. J. F. Hobley.

Comparative Law: Quain Professor's Prize (for best essay on "The Classificatory System of Relationship: its Origin, Influence and Importance; a Study in Social Evolution"): L. B. Schapiro.

NOTES OF CASES.

House of Lords.

Egyptian Delta Land and Investment Co. *v.* **Todd.**

23rd July.

INCOME TAX—COMPANY—BUSINESS CARRIED ON ABROAD—WHETHER RESIDENT IN UNITED KINGDOM.

The question raised by this appeal was whether a company incorporated under the Companies Acts must be held to be resident in the United Kingdom although it merely fulfilled the strict requirements cast upon it by those Acts, its business and affairs being entirely controlled, managed and carried on ioutside the United Kingdom. The company was incorporated In 1904 to deal in land situate in Egypt. In 1907 the business was transferred to Cairo and was since that date entirely carried on there, the seal and books and banking account being kept there. Dividends were declared and paid exclusively from Cairo and all meetings of the company were held there. To meet the statutory requirements there was a registered office in London with a secretary, whose position was purely formal. Assessments to income tax having been made on the company, the company appealed. The Commissioners, distinguishing the case of *Swedish Central Railway Co.* v. *Thompson*, 1915, A.C. 495, found that the company was not resident in this country for the purpose of the Income Tax Acts and allowed the appeal. Rowlatt, J., reversed their decision, and the Court of Appeal affirmed his judgment.

Lord SUMNER said the question was not "Where did such a company reside," but "Had the Companies Act of 1908 constituted for companies any residence at all"? Between the requirements of the Act in the case of companies and the case of a natural person there was no analogy at all, for the natural person was not subject to them. As to the authorities, the point appeared not to have been actually decided before this case. The *Swedish Case* did not at all conclude it, and the whole current of authority made the point one which should be decided against the Revenue and should not be re-opened. He came to the conclusion that the rule laid down in the *De Beers Case*, 1906, A.C. 458, that a company resided where its real business was carried on was well settled and ought not to be disturbed. The matter was one of very general importance, because many companies had transferred their management abroad in order to reduce the burden of taxation. The appeal should be allowed and the decision of the Commissioners restored.

Lords ATKINSON, BUCKMASTER and WARRINGTON concurred.

COUNSEL: *Macmillan*, K.C., *Hon. Geoffrey Lawrence*, K.C., and *Bremner*; *the Attorney-General* (*Sir Thomas Inskip*, K.C.) and *R. P. Hills*.

SOLICITORS: *Herbert Smith & Co.*; *Solicitor of Inland Revenue*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

Re **Mason's Petition of Right.**

Lord Hanworth, M.R., Lawrence and Russell, L.JJ.

7th June.

PETITION OF RIGHT—GRANT BY THE CROWN OUT OF THE ESTATE OF A DECEASED PERSON—CLAIM BY PERSONS ALLEGING THEMSELVES TO BE NEXT-OF-KIN—STATUTE OF LIMITATIONS, 21 Jac. I, c. 16.

This appeal was brought by seven out of eight persons who had presented a petition of right, alleging themselves to be the next-of-kin of one Maria L'Epine, spinster, a person of unsound mind, who died intestate in 1798. As a result of a declaration by the Master in Chancery in 1794 that Maria L'Epine had no heir-at-law or next-of-kin, the Crown in 1798 and 1801 made grants out of her residuary estate to certain persons, who executed an indemnity to the Crown in case any person or persons should at any time or times prove himself or themselves to be the next-of-kin of Maria L'Epine. By agreement between the Attorney-General and the suppliants three questions of law were argued before Romer, J., on 30th November and 1st and 2nd December, 1927. The learned judge, in a considered judgment on 21st December (see L.R. 1928, Ch. 385), decided two of the three points in favour of the suppliants, but gave judgment against them on the third, to the effect that the petition was barred by lapse of time. All the suppliants but one appealed, and the Attorney-General presented a cross-appeal on the other two points.

The court held that the petition was barred by the Limitations Act of 1923 (statute 21 Jac. I, c. 16), and made no order on the cross-appeal.

Miss Amy Knight Mason, one of the suppliants, appeared in person.

COUNSEL: For the remaining suppliants, *J. M. Symmons*; for the Crown, the *Attorney-General* (*Sir Thomas Inskip*, K.C.) and *Stafford Crossman*.

SOLICITORS: *Langford, Borrowdale & Co.*; *Solicitor to the Treasury*; *Trower, Still & Keeling*.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Kimber: Vale** *v.* **Rockman and Another.**

Tomlin, J. 7th June.

NOMINATION—GIFT BY—INTESTACY OF DONOR—WAR SAVINGS CERTIFICATES—MONEY ON DEPOSIT AT MUNICIPAL SAVINGS BANK—DEPOSITOR'S POWER TO NOMINATE—LIMIT OF AMOUNT—SAVINGS BANKS ACT, 1887, 50 & 51 Vict. c. 40, s. 3—BIRMINGHAM CORPORATION ACT, 1919, 9 & 10 Geo. 5, c. 65, s. 11—WAR LOAN (SUPPLEMENTAL PROVISIONS) ACT, 1915, 5 & 6 Geo. 5, c. 93, s. 5—WAR LOAN ACT, 1918, 8 & 9 Geo. 5, c. 25, s. 2, sub-s. (4)—WAR SAVINGS CERTIFICATES REGULATIONS, 1919, Nos. 8, 28 and 48.

Originating summons.

This was an originating summons taken out by a daughter of the deceased claiming under the Administration of Estates Act, 1925, to be entitled to a fourth part of the estate of the intestate, and she contended that a balance of £72 16s. 6d., being the value of War Savings Certificates held by the deceased over and above a sum of £500 formed part of his general estate. She further contended that certain regulations under which a sum of £257 14s. 4d. was paid to the defendants were *ultra vires* the powers of the Birmingham Corporation under their Act of 1919, and that such moneys also formed part of the intestate's general estate. The facts were as follows: H. C. Kimber, of Balsall Heath, Birmingham, died a widower and intestate on 6th April, 1927. He had four daughters—Mrs. Vale, the plaintiff, and Mrs. Rockman and Mrs. Fifer and one daughter who had not been heard of for many years and whose whereabouts was unknown. Letters of administration were granted to Mrs. Rockman. The deceased was the owner at the time of his death of certain War Savings Certificates to the value of £572 16s. 6d. and moneys in the Birmingham Municipal Bank totalling £257 14s. 4d. Under the War Saving Certificate Regulations the deceased had nominated the defendants to receive the amount which he held at his death. The regulations governing the holding of such certificates provided that no more than 500 should be held by one person, and as the deceased held £516 at the time of his death, £558 17s. 4d. was repaid and £16 in respect of the repayment of the purchase price of the certificates in excess of the maximum. The deceased also

purported to nominate, pursuant to the regulations, the two defendants as the recipients of the sum of £257 14s. 4d. held by him on deposit at the Birmingham Municipal Bank.

TOMLIN, J., after stating the facts, said: A point has been taken on behalf of the next-of-kin that the nomination of the War Saving Certificates is void for a somewhat technical reason (see the War Loan (Supplemental Provisions) Act, 1915, s. 5, as modified by the War Loan Act, 1918, s. 2 (4)). Under the Savings Banks Act, 1887, s. 3, regulations made in pursuance of the Act can provide (*inter alia*) "for the nomination by a depositor . . . of any person . . . to whom any sum . . . not exceeding in the aggregate £100 payable to such depositor at his decease (including any portion of any annuity . . .) is or are to be paid at such decease," and there are a number of other provisions with regard to nomination. In the War Savings Certificates Regulations of 1919 (which apply to the War Loans Acts, 1915 and 1918), there is nothing showing that the provisions of the Savings Banks Act, 1887, are to apply "with the following modifications," but the Savings Banks Act is not mentioned, and provisions as to nominations are inserted which are intended to apply. It is said, therefore, that those regulations are *ultra vires* because they are not regulations which apply a provision of the Savings Banks Act, 1887. I think that a provision of the Act can be applied without naming it, and what these regulations have done is to apply the provisions, or some of them, of the Savings Banks Act, 1887, with modifications, and in so doing the framers of them have acted *ultra vires*, and therefore the provision as to nominations in the regulations is good and the nomination by the intestate in respect of these certificates is also good and the defendants are entitled to the whole. It is, however, said further that inasmuch as under the regulations a person cannot hold more than 500 certificates there cannot be any nomination for more than 500, and therefore as regards the sixteen extra certificates held by the intestate such nomination is bad (see regulation 48 of the War Savings Certificates Regulations, 1919). It seems to me clear that the power to nominate extends to all the certificates which the holder may have. The person nominated may have them forfeited if he holds certificates in excess of 500 under the regulations, but I do not think the nomination is bad in excess of the 500. The nomination, therefore, in regard to the whole of the 516 certificates is good. With regard to the amount at the Birmingham Corporation Municipal Bank, it has been said that the nomination is void because the regulations made by the corporation were *ultra vires* (see the Birmingham Corporation Act, 1919, s. 11, as to establishment of savings banks, and the Savings Banks Act, 1887, s. 3, as to regulations respecting nominations of depositors). The corporation has made certain regulations applying similar provisions to the Savings Banks Act, 1887, with modifications, one of which is that there is to be a limit of £100. It is said that the £100 limit is of the essence of these provisions as to nomination, and to strike it out is not a modification but is something in the nature of an abrogation of the whole matter. I do not think on the construction of s. 11 of the Birmingham Corporation Act that this view is well founded, but it seems clear that the section enables the corporation to make regulations as to nominations similar to those indicated in the Savings Banks Act, 1887, with any modifications, including the abolition of the limit, as they may think fit. Further, it is to be observed that in the Savings Bank Act, 1920, s. 4, sub-s. (1), the limit in the Act of 1887 for the Post Office Savings Bank is actually abolished by statute, and the state of affairs obtaining in regard to the Birmingham Bank is therefore identical with the state of affairs obtaining (so far as this matter is concerned) in regard to the Post Office Savings Bank. In my judgment, therefore, the claim fails and the defendants are entitled to retain the money which they have done under the nomination.

COUNSEL: *W. A. Jolly; L. W. Byrne.*

SOLICITORS: *Foster, Grave & Jay*, for *Philip Baker & Co.*, Birmingham; *Tiddeman & Marshall*, for *Bailey Cox & Co.*, Birmingham.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Lake *v.* **Cronin: Hunt** *v.* **Cronin.**

Lord Hewart, C.J., Acton and Branson, JJ. 20th July.

BETTING—BOOKMAKER—PAID ASSISTANT IN CHARGE OF PREMISES—CERTIFICATE REQUIRED—FINANCE ACT, 1926, 16 & 17 Geo. 5, c. 22, s. 15 (1) (*b*).

Case stated from a decision of York justices.

The respondent, a customs and excise officer, preferred an information under the Finance Act, 1926, against the appellant Lake, alleging that on the 5th October, 1927, he carried on the business of a bookmaker at 43B Fosgate, York, without a proper certificate as required by s. 15 (1) (*b*) of the Act. Lake, who was observed by the respondent to be in sole charge of the premises and to receive bets by telephone, was engaged on a weekly salary basis by one Hunt, a bookmaker, and who had an entry certificate in respect of the premises in question. The respondent contended that Lake was a bookmaker within the meaning of s. 18 of the Finance Act: "Bookmaker means any person who, whether on his own account or as servant or agent to any other person, carries on, whether occasionally or regularly, the business of receiving or negotiating bets." Lake submitted that he was merely taking bets as Hunt's clerk. The justices convicted Lake and fined him £10, and they fined Hunt £25 for aiding and abetting Lake in the commission of the offence.

Lord HEWART, C.J., dismissing the appeal, said that it was not easy to imagine a much more comprehensive definition of the word "bookmaker" than that in the Act. It became a question of fact for the justices to say whether the person charged was carrying on the business. The circumstances might vary, but in the present case he was of opinion that they had ample evidence on which they could hold that Lake was carrying on the business.

ACTON, J., and BRANSON, J., agreed.

COUNSEL: *Birkett*, K.C., and *Bertram Long*, for the appellant; *The Solicitor-General* (*Sir Boyd Merriman*, K.C.) and *W. Bowstead*, for the respondent.

SOLICITORS: *J. Tickle & Co.*, for *Pullan, Davies & Co.*, Leeds; *Solicitor of Customs and Excise.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Lysaght *v.* **Lysaght.** Lord Merrivale, P. 23rd July.

PERMANENT MAINTENANCE—VALUABLE PEARL NECKLACE—NOTIONAL CAPITALISATION IN CALCULATING INCOMES—JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49, s. 190.

This was an appeal from an order of the registrar fixing the amount of a former wife's permanent maintenance.

Sir ELLIS HUME-WILLIAMS, K.C., for the petitioner, submitted that the registrar had departed from the proper practice with regard to the calculation of the joint incomes in capitalising a pearl necklace belonging to the petitioner at some £4,000, and reckoning that she enjoyed the income from that amount. If that were to be allowed he did not know where the line would be drawn in these matters. If a man possessed valuable old masters, like Raeburns or Gainsboroughs, and did not choose to sell them, would this court be justified in treating the potential income from the proceeds of a sale as his actual income?

Lord MERRIVALE, P., said that if a man had a large hidden treasure in an Ali Baba's cave the court might encourage him to realise it in circumstances such as these. His lordship held that the registrar had properly taken into consideration the wife's possession of the £4,000 pearl necklace, and he would not vary the amount of maintenance ordered, namely, £2000 per annum.

COUNSEL: *Sir Ellis Hume-Williams*, K.C., and *G. H. Watts*, for the petitioner; *Bayford*, K.C., and *Bush James*, for the respondent.

SOLICITORS: *Arthur Pyke and Co.*; *Whites and Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

The Law Society.

HONOURS EXAMINATION LIST.

At the examination for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS (in order of merit).—1. E. Haines, LL.B. Liverpool (Mr. Robert Wales Brighouse, of the firm of Messrs. Brighouse, Jones & Co., of Southport). 2. F. B. Creak, LL.B. Liverpool (Mr. Owen William Owen, M.A., of the firm of Messrs. Owen, Dawson & Wynn-Evans, of Liverpool). 3. C. Craven (Mr. Harold Frederic Atter, of the firm of Messrs. Greaves, Atter & Beaumont, of Wakefield) and A. R. Trimming (Mr. Richard William Mason, of the firm of Messrs. Hollest, Mason & Nash, of Farnham, Surrey).

SECOND CLASS (in alphabetical order).—H. E. Abel (Mr. John Stephens, of the firm of Messrs. Stephens & Locke, of Southampton; and Messrs. Ellis, Bickersteth & Co., of London); R. P. Bannister, LL.B. Victoria (Mr. Peter John Skelton, of the firm of Messrs. Skelton & Co., of Manchester); H. McC. Craig (Mr. Henry Herbert Bell, of Liverpool); R. S. Kirkpatrick (Mr. Ernest Hadfield, of the firm of Messrs. Mawdsley & Hadfield, of Southport); H. L. Perkins, B.A. Oxon. (Mr. Walter Mantell Woodhouse, of the firm of Messrs. Peacock & Goddard, of London); A. L. Philips (Mr. William Henry Watson, of the firm of Messrs. W. H. Watson & Co., of London); D. H. Rees, B.A. Cantab (Mr. David Rees, of the firm of Messrs. W. R. Davies & Co., of Pontypridd); H. W. Solomon (Mr. Henry Howard Walford, M.A., LL.B. (deceased), and Mr. Harold Frederick Rubinstein, both of the firm of Messrs. Rubinstein, Nash & Co., of London); R. Sturt, B.A. Oxon. (Mr. Arthur Charles Probyn-Williams, of the firm of Messrs. Hasties, of London); J. B. Willis, LL.B. Sheffield (Mr. William Brooke Willis, of the firm of Messrs. Willis and Willis, of Rotherham).

THIRD CLASS (in alphabetical order).—R. H. S. Ashton (Mr. Arthur Temple Cummings, of the firm of Messrs. Phillips and Cummings, of London); W. C. Atkins, B.A., LL.B. Cantab. (Mr. William Kentish, of the firm of Messrs. James, Barton & Kentish, of Birmingham); L. L. Barnett (Mr. Abraham Isaac Logette, of the firm of Messrs. Logette and Bonnett, of London); G. C. Barrow, B.A., LL.B. Cantab. (Mr. Stanley Smith, of the firm of Messrs. Wragge & Co., of Birmingham); T. W. Bowman (Mr. Francis Raymond Steavenson (deceased), of the firm of Messrs. Steavenson, Sons & Plant; Mr. Henry Gordon Steavenson (deceased); and Mr. Jonathan Cyril Park, LL.B.; all of Darlington); C. Braby, B.A. Cantab. (Mr. Alexander Mortlock Waller, of the firm of Messrs. Braby & Waller, of London); F. C. Brasher (Mr. William Robert Cæsar, of the firm of Messrs. Druces and Attlee, of London); A. S. Broughton (Mr. Percy Haworth, of the firm of Messrs. E. & B. Haworth, of Blackburn); J. F. Brown (Mr. John Faulkner Stops, of the firm of Messrs. Becke, Green & Stops, of Northampton); C. G. Dickenson (Mr. Clifford Walter Radcliffe, M.A.); and Mr. William Seaford Sharpe, of the firm of Messrs. Sharpe, Pritchard & Co., both of London); P. B. Dingle, LL.B. Sheffield (Sir William Edward Hart, of Sheffield); Edith A. Duthie (Mr. Fredric Harry Jones, of London); C. J. Farr (Mr. Robert Thompson Douglas Stoneham, of the firm of Messrs. Stoneham & Sons, of London); F. S. Forster, B.A. Cantab. (Mr. Charles Philip Forster, M.A., of the firm of Messrs. C. D. Forster & Lester, of Newcastle-upon-Tyne; and Mr. Frederick Henry Chance, of the firm of Messrs. Coward, Chance & Co., of London); R. V. C. Gray, B.A. Cantab. (Mr. John William Robinson Punch, of the firm of Messrs. J. W. R. Punch & Robson, of Middlesbrough); J. D. B. Green, LL.B. London (Mr. Hubert Edward Aldridge, of the firm of Messrs. Oliver Richards and Parker, of London); C. D. Griffiths (Mr. Alfred Edwin Ifor Curtis, of the firm of Messrs. Curtis & Son, of Neath); J. E. Hadfield (Mr. John William Cocks, of the firm of Messrs. Bartley, Cocks & Bird, of Liverpool); W. G. Hopkins (Mr. Origen Davies, of the firm of Messrs. D. Roberts Rosser, Davies & Hopkins, of Pontypridd); E. Hurwitz, LL.B. Leeds (Mr. James Croysdale, of the firm of Messrs. Postlethwaite, Rotherford & Croysdale, of Leeds); T. B. Jackman (Mr. James Stuart Oglethorpe, of the firm of Messrs. Clark, Oglethorpe and Sons, of Lancaster); R. M. Lindsley (Mr. Richard Stephenson Middleton, of the firms of Messrs. Middleton, Lewis & Clarke, of London, and Messrs. Middleton & Co., of Sunderland); J. F. May, B.A., LL.B. Cantab. (Mr. Hubert Lister Farrar, of the firm of Messrs. Farrar & Co., of Manchester); M. Newnes (Mr. Norman Douglas Bird, of the firm of Messrs. J. Hopley Pierce & Bird, of Wrexham); D. M. Oppenheim (Mr. Watkin Oppenheim, B.A., of the firm of Messrs. Oppenheim, Son & Ross, of Liverpool); D. W. Roberts (Mr. Leonard Shepherd, of the firm of Messrs. Moore, Shepherd & Whitley, of Halifax; Mr. James Yates, M.C., of the firm of Messrs. Risque, Robson & Yates, of Manchester; and Mr. James Hough, of the firm of Messrs. Bell, Hough and Hamnett, of Stockport); J. B. Rogers (Mr. George William Ferrington, of the firm of Messrs. Ferrington & Jackson, of Oswestry); E. Satterthwaite (Mr. Wilson Butler, M.A., LL.M., of the firm of Messrs. Thos. Butler & Son, of Broughton-in-Furness); G. T. Saunders-Jacobs, B.Sc., LL.B. London (Mr. George Saunders-Jacobs, of London); D. P. Shackles (Mr. Wilfred Edwin Barton, of the firm of Messrs. Shackles, Dunkerley & Barton, of Hull); A. C. Sherwin, M.A., B.C.L. Oxon. (Mr. Derrick Ansell Clarke, M.A., M.B.E., of the firm of Messrs. Ansell & Sherwin, of Birmingham); E. W. Stonehouse (Mr. Charles Gilbert Bunting, of West Hartlepool; and Messrs. Tarry, Sherlock & King, of London); T. Thomas (Mr. John Moy Evans, of the firm of Messrs. J. Moy Evans & Son, of Swansea); J. M. Tudor (Mr. George Tudor, of Brecon); P. J. Turner (Mr. Samuel Sharpe Waterhouse, of Blackpool); J. N. Vallance (Mr. Arthur Reginald Moon, LL.B., of the firm of Messrs. Brooks, Marshall, Moon & Co., of Manchester).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following prizes:—To Mr. Haines—The Clement's Inn Prize—value about £42; to Mr. Creak—The Daniel Reardon Prize—value about £21; to Mr. Craven and Mr. Trimming—each the Clifford's Inn Prize—value £5 5s. The Council have given Class Certificates to the candidates in the second and third classes. One hundred and forty candidates gave notice for examination.

In Parliament.

House of Commons.

Questions to Ministers.

AMENDMENT OF RENT RESTRICTION ACTS.

Mr. CHAMBERLAIN (Minister of Health), in reply to Sir Walter de Frece (U., Blackpool), who asked if it was not the fact that in many cases owners of houses who were debarred from possession by the Rent Restrictions Act did not receive rents to cover the mortgage interest, stated on Tuesday that by extending the Acts for one year in their present form under the Expiring Laws Continuance Act there will be no opportunity to introduce amendments this year. Several suggestions which have been made for the amendment of the Acts, he added, merit very careful consideration, and he assured his hon. friend that the question of modifying the Acts at the earliest opportunity would receive his earnest attention.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Messrs. LEADER, PLUNKETT & LEADER, solicitors, have changed their address in Vienna to 8 Wallnerstrasse from 3 Stephans Platz, and in Brussels to 31 Avenue Louise from 98 Boulevard Adolphe Max.

MAINTENANCE OF HIGHWAYS.

Mr. H. H. Piggott, Assistant Secretary of the Roads Department of the Ministry of Transport, giving evidence on behalf of the Minister of Transport before the Royal Commission on Local Government, recently, explained the Government's scheme to transfer to counties the administration of

all Class I and Class II roads, outside London and the county boroughs, and of all roads in rural districts.

The effect, he said, would be that rural district councils would cease to be highway authorities. This would not only have the effect of reducing the number of independent highway authorities in England and Wales by more than a third, but would also remove the existing inequalities in the highway rates payable in individual rural districts in the same county, and mitigate the serious difficulties presented by the inadequacy of the financial resources of many rural districts. If a rural district was a district which should exercise highway powers he thought it should become an urban district. A large number of rural districts had not the financial resources to assume the responsibility for highway administration in the present development of traffic. The roads in rural districts would be a county charge.

Lt.-Col. Sir Seymour Williams: If you leave highway powers with urban districts, is their expense of roadmaking to become a county charge, or will it remain a district charge? Does it mean urban district councils will have not only their own road charges, but their share of the county charge of the rural roads?

Mr. Piggott; But there is a *quid pro quo*. All Class I and Class II roads will become a county charge.

Mr. Piggott agreed that it would mean that only 5 per cent. of Class I roads and 33 per cent. of the Class II roads had still to be taken over by the county councils.

Lt.-Col. Sir Seymour Williams: If you want to adjust the financial responsibility of the roads is not there another way of doing it—through grants from the road fund?

Mr. Piggott said that the road fund was a national fund intended for the maintenance of communication by roads in general, and it was not proper that because the financial resources of a particular authority were insufficient to carry out the work it should receive a grant from the road fund. The object of the Government was to try to equalise the road charges. Speaking generally, he thought that the highway staffs of the rural district councils were inferior to the staffs of urban district councils, and the data to support that contention could be produced.

Lt.-Col. Sir Seymour Williams said he had tried in vain to hear a reason, logical or otherwise, for the proposal.

Mr. Piggott said that, under present traffic conditions and the present methods of road improvement and maintenance, it was a very definite advantage to have large units to administer the roads. A second advantage would be the equalisation of roads over the area as a whole.

BARRISTERS AND THE NATION'S YOUTH.

A letter has been addressed to members of the Bar by Sir Arthur Yapp on behalf of the National Council of the Young Men's Christian Association. It is a strong plea for financial support for their work, and its claim to attention is increased by being accompanied by a message strongly commending its objects, signed by Lord Hanworth (Master of the Rolls), Sir Thomas Inskip (Attorney-General), Sir F. Boyd Merriman (Solicitor-General) and Sir Thomas Hughes (Chairman of the Bar Council).

The difficulties that the Y.M.C.A. is experiencing are largely caused by the fact that it has never been able fully to demobilise its war work which won such general approval between 1914 and 1918. As the British Army advanced into Germany the Y.M.C.A. went with them, and the Army of Occupation there still benefits from the continued service of this Association.

When General Sir John Duncan embarked for Shanghai, he sent an urgent request to Sir Arthur Yapp that the Y.M.C.A. might accompany and safeguard his men from the moral perils of that great Eastern port city.

Although the Y.M.C.A. had no funds available they at once undertook the task and quickly opened twelve recreation centres for the men of the Army and Navy in the East.

It is such national obligations as these, coming on the top of their ordinary and extensive work for the youth of the country, that have made it necessary for a special appeal to be made on their behalf.

These extraordinary circumstances have already called forth liberal support from the big Banks, the London Stock Exchange, the City of London Corporation and the Chartered and Incorporated Accountants. It was felt that members of the Bar might welcome a statement of the facts and an opportunity of standing by an Association which has deserved well of the nation.

Donations to the "Barristers' Fund for the Y.M.C.A." are to be addressed to the Hon. Treasurer, J. F. W. Galbraith, Esq., K.C., M.P., at 5, Stone-buildings, Lincoln's Inn. A desire is expressed that wherever possible contributions may be promised for the next three years.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 16th August, 1928.

	Middle Price 8th Aug.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	86⅜	4	12	6	—		
Consols 2½%	55⅝	4	10	6	—		
War Loan 5% 1929-47	102⅜	4	17	6	4	17	6
War Loan 4½% 1925-45	98 5/16	4	11	0	4	14	0
War Loan 4% (Tax free) 1929-42 ..	101½	3	19	0	3	19	6
Funding 4% Loan 1960-1990	89⅝	4	9	6	4	11	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	95	4	4	3	4	7	6
Conversion 4½% Loan 1940-44.. ..	98¾	4	11	2	4	13	0
Conversion 3½% Loan 1961	77¾	4	10	0	—		
Local Loans 3% Stock 1921 or after ..	65⅛	4	12	0	—		
Bank Stock	262½	4	12	0	—		
India 4½% 1950-55	93¾	4	16	0	4	19	6
India 3½%	71⅝	4	18	3	—		
India 3%	61⅝	4	18	0	—		
Sudan 4½% 1939-73	96	4	13	9	4	15	0
Sudan 4% 1974	86	4	13	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3	12	0	4	8	0
Colonial Securities.							
Canada 3% 1938	86	3	10	0	4	16	0
Cape of Good Hope 4% 1916-36 ..	95	4	4	3	4	19	6
Cape of Good Hope 3½% 1929-49 ..	81¾	4	5	6	4	18	6
Commonwealth of Australia 5% 1945-75	98¾	5	1	3	5	2	0
Gold Coast 4½% 1956	95	4	14	9	4	17	6
Jamaica 4½% 1941-71	95⅝	4	14	0	4	16	0
Natal 4% 1937	94¼	4	5	0	5	0	0
New South Wales 4½% 1935-45 ..	90¼	5	0	0	5	7	0
New South Wales 5% 1945-65 ..	99	5	1	0	5	3	0
New Zealand 4½% 1945	96 xd	4	13	9	4	17	6
New Zealand 5% 1946	104	4	16	0	4	14	0
Queensland 5% 1940-60	100	5	0	0	5	0	6
South Africa 5% 1945-75	103¾	4	16	0	4	16	0
South Australia 5% 1945-75	98¼	5	1	0	5	2	0
Tasmania 5% 1945-75	101	4	19	0	5	0	0
Victoria 5% 1945-75	99½	5	0	0	5	0	0
West Australia 5% 1945-75	97¾	5	2	0	5	2	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64½	4	13	0	—		
Birmingham 5% 1946–56	105	4	15	3	4	15	0
Cardiff 5% 1945–65	103	4	17	0	4	16	6
Croydon 3% 1940–60	71½	4	4	0	4	16	0
Hull 3½% 1925–55	77½	4	10	4	5	0	0
Liverpool 3½% Redeemable at option of Corporation	75½	4	13	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4	12	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4	13	0	—		
Manchester 3% on or after 1941 ..	64½	4	13	0	—		
Metropolitan Water Board 3% 'A' 1963–2003	65½	4	12	0	4	12	6
Metropolitan Water Board 3% 'B' 1934–2003	65¼xd	4	12	0	4	12	6
Middlesex C. C. 3½% 1927–47	83½	4	3	9	4	17	0
Newcastle 3½% Irredeemable	73½	4	15	6	—		
Nottingham 3% Irredeemable	64½	4	13	0	—		
Stockton 5% 1946–66	101½	4	18	6	4	19	0
Wolverhampton 5% 1946–56	103½	4	16	6	4	19	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture ..	82	4	17	6	—		
Gt. Western Rly. 5% Rent Charge ..	100	5	0	0	—		
Gt. Western Rly. 5% Preference ..	96	5	4	0	—		
L. & N. E. Rly. 4% Debenture ..	75½	5	6	0	—		
L. & N. E. Rly. 4% Guaranteed ..	72	5	11	0	—		
L. & N. E. Rly 4% 1st Preference ..	62	6	8	0	—		
L. Mid. & Scot. Rly. 4% Debenture ..	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	79	5	1	0	—		
L. Mid. & Scot. Rly. 4% Preference ..	72	5	11	0	—		
Southern Railway 4% Debenture ..	80½	5	0	0	—		
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